

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

ASL Professionals
P.O. Box 10324
Yakima, WA 98909

**SECOND AMENDMENT
TO
CONTRACT No. 02120
SIGN LANGUAGE INTERPRETER SERVICES WITH REFERRAL AGENCIES**

This Second Amendment ("Amendment") to Contract No. 02120 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and ASL Professionals, a Washington sole proprietor ("Contractor") and is dated as of June 14, 2021.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02120 for Sign Language Interpreter Services with Referral Agencies dated effective as of June 1, 2020 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - a. Amendment 1 dated October 22, 2020 (to replace Section 5.2.(a).1.iii.b, Exhibit A Statement of Work and, Exhibit B Fees and Rates.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. MONTHLY DATA REPORTS. Section 5.2. is hereby amended by deleting the existing provision in its entirety and inserting the following in lieu thereof:
 - 1.1. Contractor must retain data on requests that are filled and unfilled. The Contractor shall incorporate this data into the required Monthly Data Reports. ODHH has implemented an online request system, and any request submitted through the online system does not require the Contractor to submit a monthly data report. Monthly Data Reports are only required when a Purchaser submits an Interpreter Request Form, and the Contractor does not enter the form details into the system. ODHH reserves the right to request additional details to verify data received.
 - (a) The Contractor shall submit each month's Data Report to ODHH via email at the end of each month.
 - 1. Data Elements

- i. Within the Monthly Data Report, requested and/or received services shall be separated as shown on the report template or as requested in subsequent communication from the Contract Administrator.
- ii. Services requested and received must be separated by each State of Washington Agency, Department, Administration, Division and MCUA participant. An electronic version of the report template and a list of each State of Washington state agency will be provided to Contractors at the time of Contract execution.
- iii. The Contractor's Monthly Data Report must include a minimum of the following data elements. Should the following data reporting requirements change, ODHHS shall give the Contractor a thirty (30) days' notice of the specific changes.

- a. General Information

1. Name of the Contractor;
2. Report period (month and year); and
3. Purchaser Name (not the employee's name, the Department or Division name)

- b. Appointment Information

1. Total number of Appointments with completed service;
2. Total number of requests unable to fill with an Interpreter;
3. Total number of No Shows by Clients, Employee or Service Provider, and Interpreters; (employee and service provider means the same thing)
4. Total number of Cancellations with 48 business hours' or more notice by Clients, Employee or Service Provider, and Interpreters;
5. Total number of Cancellations without 48 business hours' or more notice by Clients, Employee or Service Provider, and Interpreters;
6. Total hours and cost billed for Interpreter services (including No Shows/Cancellations);
7. Total hours and cost billed for Interpreter services at Deafblind rates;

8. Total hours and cost billed for Deaf Interpreters (including No Shows/Cancellations); and
9. Total amount of other fees billed such as (mileage, tolls) Parking, lodging, meals.

2. Administrative Fee

- (a) The Office of the Deaf and Hard of Hearing will reimburse the Contractor for each monthly report within thirty (30) days.
 - i. No payment will be made if there were no requests or no online requests entered. However, the contractor must submit a no service report.
 - ii. Reports are submitted using excel and are not separated by region, only by King and non-King county.
 - iii. One (1) to Ten (10) worksheets will be reimbursed up to \$15.00 each, and each form entered will be reimbursed at \$1.50 each.
 - iv. The maximum amount of reimbursement is \$300.00 per month.
 - (b) Contractors must submit an invoice for requests received outside of the online system within thirty (30) days to Sign Language Interpreter mailbox. ODHH will then review the data and approve or reject the report.
 - (c) Total payment for late reports will have a 10% deduction per day the report is delinquent.
2. STATEMENT OF WORK. Exhibit A: Referral Agencies Statement of Work is hereby amended by deleting the existing Exhibit A in its entirety and inserting the attached Exhibit A: Sign Language Interpreter Services with Referral Agencies Statement of Work.
3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

6. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

ASL PROFESSIONALS
A WASHINGTON SOLE PROPRIETOR

By: Kari Owen
Name: Kari Owen
Title: Owner
Date: 6/17/21

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Kimberly Kirkland
Name: Kimberly Kirkland
Title: Procurement Supervisor
Date: Jun 22, 2021


des amendment asl pros

Final Audit Report


2021-06-22

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